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Public expenditures, within the said County, Your Commissioners further add that considering the object of a Contract in this case, to be enforced under a penalty of \$1000, by a natural construction, be understood, that, in the event of a failure on the part of the undertaker to perform the work, according to agreement such failure might wholly exonerate the County from any obligation, either to accept the bridge or to appropriate money for the payment thereof, but they your Commissioners with a less rigorous interpretation, of the Contract, and recommend that such compensation be made, and such only as the Contractor may be entitled to, in estimating the real value of the bridge, which is very respectfully Submitted to the Court below Kitchen, Henry Walsh, Esq. which has been ordered to be admitted to the Court. And whereupon It is decreed and ordered that below Kitchen, Johnas Fort and Henry Walsh do report to this Court the difference in their opinions of the value of the Saemils bridge and that which was contracted for, had the same been completed accordingly.

An Inventory and appraisement of the estate of Joseph Gray deceased was this day returned and ordered to be recorded

An account of the estate of William ^{Whitcomb} deceased was this day returned and ordered to be Recorded

Nathaniel Boush administrator of Robert Dudley decd. - vs -
 against
 Washington Clements and Richard P. Clements. - - - - - Deft. } took a bond for the
 Property, taken upon the Service of a writ of Fieri facias
 which was out of this Court by the Plaintiff against
 the defendant Washington Clements and John W. Blumery
 and Charles Jennings and Richard P. Clements Security
 for their appearance

This day came the Plaintiff by his attorney and its appearing to the satisfaction of the Court by the affidavit of Joseph Patton deputy of Henry Beigg Sheriff, taken in open Court, that the defendants have taken notice of this motion they were solemnly called but came not. Therefore it is considered by the Court that the Plaintiff may have execution against the said defendants for the sum of one hundred and twenty one dollars and thirty two cents, the Penalty of the said bond and his costs by him about his Suit and this behalf expended. But this Judgment is to be discharged by the Payment of Sixty dollars and Sixty Six cents, with interest thereon to be computed after the rate of Six per centum per annum from the fourth day of November 1816 until the time of Payment and the costs

Abner Benjamin Chiffins, Present Newell Harris Just Justice